

AG Contract No. KR03-0006TRN  
ADOT ECS File No. JPA 02-125 Amendment One  
Project: Ash Fork Maintenance  
Building Rehabilitation  
Project No.: TEA-B40-C (001) A  
TRACS No.: H6119 01C  
BUDGET SOURCE ITEM NO. 75305

**AMENDMENT NO. ONE**

**INTERGOVERNMENTAL AGREEMENT**

BETWEEN  
THE STATE OF ARIZONA  
AND  
YAVAPAI COUNTY, ARIZONA

THIS AGREEMENT is entered into 19th day of October, 2004, Amendment One to JPA 02-125, AG Contract No. KR03-0006TRN, filed with the Secretary of State under No. 26826, pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and YAVAPAI COUNTY, ARIZONA acting by and through its BOARD OF SUPERVISORS (the "County").

**I. RECITALS**

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The County is empowered by Arizona Revised Statutes Section 11-251 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the County.

**THE PURPOSE OF THIS AMENDMENT:** At the request of the State, the State agrees to be the County's authorized agent for the Project and hereby designates the County to self-administer the Project.

THEREFORE, in consideration of the mutual Agreements expressed herein, this Agreement is amended as follow:

#01  
NO. 26826  
Filed with the Secretary of State  
Date Filed: 10/19/04  
Janice K. Brewer  
Secretary of State  
By: Tim D. Greenwald

**II. SCOPE OF WORK**

THE PARTIES HERETO ACKNOWLEDGE THE FOLLOWING CONDITIONS:

**Article II. 1(c) and (d) has been deleted and replaced with the following language:**

c. The State agrees to be the County's authorized agent for the Project, submit a program containing the aforementioned Project to FHWA with the recommendation that it be approved for construction and funding. The State and FHWA hereby designates the County to self-administer the Project and will request the maximum federal funds available including construction, construction engineering and administration cost.

d. Upon execution of this Agreement, make payments to the County for the direct actual cost of the construction of the project, plus construction, construction engineering and administration costs after thirty-days (30) of receipt and approval of an invoice from the County.

**Article II. 1(f) has been added to the following language:**

f. Construction of the Project will be by the County, using State and Federal funds.

**Article II. 2 add paragraph (f), (g), (h), and (i) to the following language:**

f. With the aid and consent of the FHWA and the State using Arizona Procurement Procedures, proceed to advertise for, receive and open bids, subject to the concurrence of the FHWA and the State. Enter into a contract(s) with a firm(s) to whom the award is made for the construction of the Project. The Project will be performed, completed, accepted and paid for in accordance with the requirements of the Project Plans, Special Provisions, and Standard Specifications at the lowest bid price.

g. Provide personnel to administer and supervise construction. All construction Project change orders are to be copied to the State.

h. Consent to any inspections performed by the State, provide records or audit any books of the County in order for the State to assure itself that the monies on the Project have been spent and the Project completed in accordance with the plans and specifications, statutes, rules and regulations of the State and federal government.

i. Upon execution of this Agreement, invoice the State for the direct actual cost of the construction of the project, plus construction, construction engineering and administration costs.

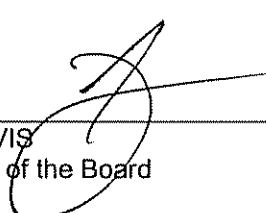
**EXCEPT AS AMENDED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT.**

9. Attached hereto and incorporated herein are the written determinations of each party's legal counsel that the parties are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

**YAVAPAI COUNTY, ARIZONA**

By

  
\_\_\_\_\_  
CHIP DAVIS  
Chairman of the Board

**STATE OF ARIZONA**

Department of Transportation

By

  
\_\_\_\_\_  
SUSAN TELLEZ  
Contract Administrator

ATTEST:

By

  
\_\_\_\_\_  
BEVERLY STADDON  
Clerk of the Board

G:02-125-Yavapai County-Ashfork - Amendment 1  
2-September 2004 ly

**JPA 02-125**

**CERTIFIED COPY OF ENTRY IN OFFICIAL MINUTES  
OF THE YAVAPAI COUNTY BOARD OF SUPERVISORS**

YAVAPAI COUNTY        )  
                                  ) ss.  
ARIZONA                )

Bev Staddon, having been first duly sworn, deposes and says:

I am the duly appointed, qualified and acting Clerk of the Yavapai County Board of Supervisors and in such capacity under the provisions of ARS §11-241 am charged with the responsibilities, among others, of recording all proceedings of the Board and maintaining custody of such records of the Board as are required by law to be maintained. Among the records of which I have custody is the official minute book of the Board of Supervisors which under the provisions of ARS §11-217 is required to be made and kept.

Set forth below is a copy of an entry in the aforesaid minute book of which, as aforesaid, I am the officer having the legal custody. This is my certificate under the provisions of Rule 44(A), Rules of Civil Procedure, and the Uniform Business Records Act, that the said copy is a true and correct copy thereof, to which I attest by my signature subscribed hereunto:

Date of meeting of which the minutes are a record: September 20, 2004.

The entry in the said minutes:

1. Consider approval of Amendment One to Intergovernmental Agreement JPA 02-125 with the State of Arizona on the Ash Fork Maintenance Building Rehabilitation Project, requesting the County to administer the construction of the project with all construction and construction management costs to be reimbursed in full (letter agreement was approved at the June 7, 2004, Board meeting). Approved by unanimous vote. Motion by Supervisor Brownlow, second by Supervisor Street. No comments from the public.

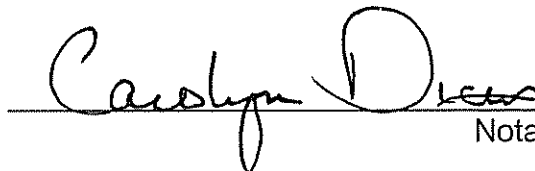


Bev Staddon, Clerk

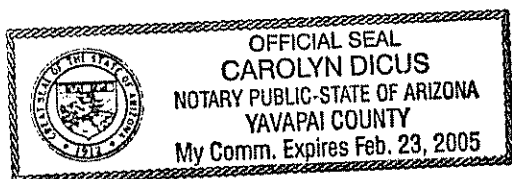
**SUBSCRIBED AND SWORN** to before me October 4, 2004.

My Commission Expires:

\_\_\_\_\_



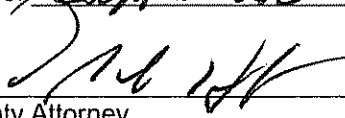
Notary Public



**AMENDMENT ONE****APPROVAL OF YAVAPAI COUNTY ATTORNEY**

I have reviewed the above referenced proposed Intergovernmental Agreement, between the DEPARTMENT OF TRANSPORTATION, TRANSPORTATION PLANNING DIVISION, and YAVAPAI COUNTY and declare this agreement to be in proper form and within the powers and authority granted to the County under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 21<sup>st</sup> day of September 2004.

  
\_\_\_\_\_  
County Attorney



OFFICE OF THE ATTORNEY GENERAL  
STATE OF ARIZONA

TERRY GODDARD  
ATTORNEY GENERAL

CIVIL DIVISION  
TRANSPORTATION SECTION  
WRITER'S DIRECT LINE: 602.542.8855

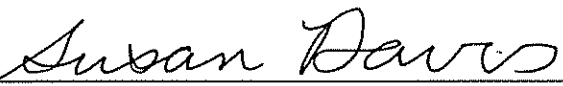
**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR03-0006TRN (**JPA 02-125, Amendment One**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: October 13, 2004

TERRY GODDARD  
Attorney General

  
SUSAN E. DAVIS  
Assistant Attorney General  
Transportation Section